

64

## NOTICE OF SALE

**NOTICE OF SALE CIVIL ACTION NO. 2012-CP-02-01158 BY VIRTUE** of the decree heretofore granted in the case of: Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP vs. David L. Hales; Carmel Financial Corporation; United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, et al., the undersigned Master in Equity for Aiken County, South Carolina, will sell on October 7, 2013 at 11:00AM, at the Aiken County Courthouse, City of Aiken, State of South Carolina, to the highest bidder:


**ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH ANY IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF AIKEN, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT NO. 36, RUNS CREEK SUBDIVISION, CONTAINING 1.38 ACRES, MORE OR LESS, AS SHOWN ON A PLAT PREPARED FOR DAVID HALES BY DONALD G. PLATT, RLS, DATED JANUARY 30, 2008, AND RECORDED FEBRUARY 21, 2008 IN PLAT BOOK 53, AT PAGE 550, RECORDS OF THE RMC FOR AIKEN COUNTY, SOUTH CAROLINA. FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY, REFERENCE SHOULD BE MADE TO SAID PLAT OF RECORD.**

**THIS BEING THE SAME PROPERTY CONVEYED TO DAVID HALES BY DEED OF BRIAN CLARK DATED FEBRUARY 12, 2008 AND RECORDED FEBRUARY 21, 2008, IN BOOK 4188, AT PAGE 1317, RECORDS OF THE RMC FOR AIKEN COUNTY, SOUTH CAROLINA.**

CURRENT ADDRESS OF PROPERTY: 428 Runs Creek Drive, Jackson, SC 29831  
TMS: 076-15-05-013

**TERMS OF SALE:** The successful bidder, other than the Plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within twenty (20) days, then the Master in Equity may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 7% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances. If the United States is named as a Defendant, The sale shall be subject to the United States (non-IRS) 1 (one) year right of redemption pursuant to 28 U.S.C. § 2410(c).

In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

  
The Honorable M. Anderson Griffith  
Master in Equity for Aiken County

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